

## Tools For Humanity User Terms and Conditions

Welcome to World App! These Terms between you and Tools for Humanity Corporation, a Delaware corporation ("TFH", "we" or "us") govern your use of and access to our websites and applications, including World App and the Operator App (collectively, the "Apps"), and all of the associated functionality, content, and services we provide to you (collectively, the "Services" or "Our Services") in relation to the World Network ("World Network") and ecosystem.

Please read these Terms carefully before using or accessing the Services. By accessing or using any of the Services we provide, along with your explicit consent to these Terms, you expressly agree to be bound by these Terms and by our Privacy Notice, which is incorporated as a part of these Terms. Please note these especially important parts of these Terms:

**You agree to resolve any disputes between you and TFH through binding arbitration rather than in court. If you reside in South Korea, you may choose to resolve the dispute in a competent local court instead. Please review Section 15 below for details.**

**Crypto products, including Digital Tokens, are largely unregulated and can be highly risky. There may be no regulatory recourse for any loss from such transactions.**

**Nothing in the Services constitutes an offer to sell, or the solicitation of an offer to buy, any securities or Digital Tokens. The Services do not constitute investment advice. Holding, buying, or selling any Digital Tokens (as defined in Section 2.1 below) may not be permitted where you live, and it is your responsibility to comply with all applicable law. Please consider whether buying, selling, using, or holding Digital Tokens is suitable for you in light of your financial circumstances and your understanding of Digital Tokens. The value Digital Tokens may change quickly and may lose all of their value.**

**In addition, Worldcoin tokens ("WLD") are not intended to be available for use, purchase, or access by US persons, including US citizens, residents, or persons in the United States, or companies incorporated, located, or resident in the United States, or who have a registered agent in the United States. We do not make WLD available to such US persons. Furthermore, you agree that you will not sell, transfer or make available WLD to US persons. Further information on risks associated with WLD can be found [here](#).**

### 1. Scope of the Terms

**1.1 Privacy and Your Data.** When accessing the Apps, you may provide us with categories of personal information, such as your name or telephone number. If you provide information to establish your proof of personhood and to claim your WLD tokens, then you may provide special categories of sensitive personal data, such as your biometric information. Our Privacy Notice describes the data we collect from you and how we use it. Please do not use the Services if you do not want us to collect or use your data in the manner described in the Privacy Notice.

**1.2 Eligibility.** Webpages describing our services might be accessible worldwide, but this does not mean all Services or service features are legal or available in your country. You may not use VPN or similar tools for the purpose of circumventing any restrictions. It is your responsibility to make sure that your use of our Services is legal where you use them. Our Services are not available in all languages. ourServices is legal where you use them. Our Services are not available in all languages. In order to use the Services, you must comply with these Terms and all applicable laws. You cannot use Our Services to conduct, promote, or help others to carry out any illegal or unlawful activity.

In addition, you must meet all of the following criteria:

- You are 18 years of age (20 years of age in Thailand) or older; and
- You are **not** located in, under the control of, a national, or resident of: Syria, the Crimea, Donetsk, Luhansk, Kherson and Zaporizhzhia regions of Ukraine, Russia, North Korea, Iran, Cuba, or any other country or region with whom the United States, the European Union, or any other country or jurisdiction has restricted the access of the Services;
- You are not a "Specially Designated National" as declared by the U.S. Department of the Treasury Office of Foreign Assets Control ("OFAC") or the sanctions lists of any other country, and your name is not on the U.S. Department of Commerce's

Denied Persons List or the banned persons lists of any other country.

If you do not meet all of these requirements, you are not allowed to access or use the Services, and, accordingly, we may restrict your ability to access or use the Services.

In addition, if you are established or situated in Germany or have your ordinary residence or registered office there, you are not allowed to access or use third-party services within the meaning of Section 2.5 or decentralized applications within the meaning of Section 2.8. These features are not available for you.

**1.3 Availability.** Webpages describing the Services are accessible worldwide, but this does not mean all Services or service features are legal or available in your country. Access to certain Services (or certain Service features) in certain countries may be blocked by us or governments. You may not use VPN or similar tools for the purpose of circumventing any restrictions. Access to the Apps, and certain features within the Apps, may be unavailable or restricted, depending on your location. **It is your responsibility to make sure that your use of the Services is legal where you use them.** Services are not available in all languages.

**1.4 Updates.** We may make changes to these Terms from time to time. If we do this, we will make the updated terms available on the Services and where required by applicable law we shall notify you prior to making any changes and where such changes might be especially material or disadvantageous for you, we shall provide additional prior notice if required by applicable law. You understand and agree that your continued use of the Services after we have made any such changes and where you have not specifically objected to the same constitutes your acceptance of the updated Terms. You can stop using the Services at any time if you do not agree to these Terms. Because the Services are evolving over time we may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion, to the extent permitted by applicable law.

**1.5 Additional Terms.** Additional terms and conditions may apply to specific applications, content, features, or portions of the Services, and all such additional terms and conditions we provide to you will form part of these Terms.

## **2. Services**

**2.1 Non-Custodial Wallet.** World App includes an unhosted and non-custodial wallet for holding supported cryptocurrencies, digital currencies, or Digital Tokens (including WLD and collectively, "Digital Tokens"). You control the Digital Tokens held in your wallet. With World App, the private keys (which represent the password to access the Digital Tokens) are stored directly on your device. At any time, subject to having internet access and the congestion on the blockchain, you may withdraw your Digital Tokens by sending them to a different blockchain address. When holding your Digital Tokens in your wallet, we do not maintain control over your wallet, Digital Tokens, or private keys. Users are responsible for the risk of loss of their private keys and neither TFH nor World App is able to recover such keys.

As World App is a non-custodial wallet, you will be given a wallet address which specifies where your Digital Tokens are held on the corresponding blockchain. We have no ability to access your Digital Tokens.

**2.2 Supported Digital Tokens.** World App supports certain ERC-20 tokens. We may add support for additional Digital Tokens in the future. World App displays supported Digital Tokens. **Be sure to check which tokens and networks are supported within World App before you deposit or withdraw your Digital Tokens. We are not able to recover your Digital Tokens if you send unsupported tokens or send Digital Tokens to the wrong wallet address.**

You understand that sending non-supported Digital Tokens to a World App wallet address may mean you will entirely lose access to those Digital Tokens. We have no way of recovering Digital Tokens. Please be sure you are sending the correct Digital Tokens to the correct wallet address at all times. You may wish to test a transaction with a small amount of Digital Tokens.

**2.3 Offerings and Access.** When you interact with your Digital Tokens - such as sending them to another wallet address or connecting to a distributed application - using the Services, you will be required to approve or "sign" the interaction via the devices you have identified during the onboarding process. The Apps fully rely upon your approvals from these devices to initiate interactions with the relevant blockchain. You understand that you are interacting directly with the relevant blockchain when you perform these interactions, and that we are not responsible for transmitting orders on your behalf.

**2.4 Information from Third Parties.** By using the Services you may have access to information pertaining to your Digital Tokens, such

as, but not limited to, their current market value. The presentation of this information does not imply any association with or endorsement of third parties, even if certain functionalities provided in connection with the Services require the use of such third-party products. The content of such third-party services and products as stated via the Services is based on information made publicly available or by such third parties to us, and we therefore make no representations or warranties on the accuracy of such third-party service or product related information.

## **2.5 Third-Party Services**

**Users established or situated in Germany or having their ordinary residence or registered office there are not able to use Third-Party Services to sell or exchange their Digital Tokens under this Section.**

Where available, the Services may provide you with links to third-party processors to process transactions such as fiat purchases of Digital Tokens, sale of Digital Tokens, exchange of Digital Tokens, and other functionalities which may be available in the future. You can see what third-party services are available within World App. When you perform these transactions, you are making transactions with third parties and not us. You must follow the relevant instructions provided by the third-party provider and accept their terms of service. We do not take control of or transmit your funds or Digital Tokens at any time while providing our Services, or when you access third-party services.

**2.6 Peer-to-Peer Transactions.** The Services provide a communications platform through which you may send to, or request, receive, and store supported Digital Tokens from, other blockchain wallets, whether controlled by you or third parties. Your transfer of supported Digital Tokens between your other blockchain wallets and to and from third parties is a transfer. The party initiating the transfer is solely responsible for executing the transaction properly, which may include, among other things, payment of sufficient network or miner's fees in order for the transaction to be successful. Insufficient network fees may cause a transfer to remain in a pending state and may result in delays or loss incurred as a result of an error in the initiation of the transaction. We have no obligation to assist in the remediation of such transactions. When you send any Digital Token from your wallet to another blockchain wallet, such transfers are executed on chain by you and not under our control. You should verify all transaction information prior to submitting them. We bear no liability or responsibility in the event you enter an incorrect blockchain destination address. Digital Token transfers cannot be reversed once they have been broadcast to the relevant blockchain network, although they may be in a pending state, and designated accordingly, while the transaction is processed by network operators. We do not control the network and make no guarantees that a transfer will be confirmed by the network.

## **2.7 Vault**

**2.7.1 General information.** World App provides the user interface to a decentralized "vault" for your Digital Tokens ("Vault"). Your use of the Vault constitutes your acknowledgment and acceptance of the terms governing the Vault, as well as any additional terms provided by third parties that have developed or provide features relating to or arising out of your use of the Vault.

Vault only supports certain Digital Tokens. These Digital Tokens do not qualify as Asset Referenced Tokens or E-Money Tokens, in the terms set by Regulation (EU) 2023/1114 of the European Parliament and of the Council of 31 May 2023 on markets in crypto-assets. The supported Digital Tokens will be displayed in World App when accessing your Vault. The Digital Tokens supported by the Vault may change from time to time, and there is no guarantee that supported Digital Tokens will remain available for use in the Vault.

Vault is provided in connection with third-party smart contracts. No other person or entity, besides you, has the ability to interact with your Vault or the Digital Tokens inside your Vault. Neither TFH nor any third-party has administrative keys or access (privileged or otherwise) to your Vault or the associated smart contracts. A deposit into, or withdrawal from, the Vault of any Digital Tokens for your account can only occur if such a transaction is signed with your corresponding private key(s) described in Section 2.1 of these Terms. This means that if you lose access to or control of your private key(s), you will not be able to make any deposits or withdrawals of Digital Tokens from the Vault and no other party will be able to assist you or do so on your behalf. Accordingly, use of the Vault does not, and cannot, provide to you any custody, bailment, or transfer services by TFH or any other third party with respect to any Digital Tokens you may lock up using the Vault on your account.

The smart contract governing the Vault functions for WLD tokens can be viewed using the blockchain [here](#). For clarity, use of these and any other related Vault functions are subject to the same Disclaimer of Warranties contained in Section 12 of these Terms.

**2.7.2 Vault Functions.** Vault currently offers the following features, which may be altered, removed, or added to by TFH or third parties: Locking, Yield, Withdrawal and Security Period, Grants to Vault.

**2.7.3 Locking.** By using Vault, you agree to lock your Digital Tokens for a set period of time. Locking Digital Tokens using your Vault will transfer those Digital Tokens from your non-custodial wallet to a decentralized smart contract. Upon transfer, these Digital Tokens will become “locked” in the vault, which includes the period during which they remain deposited in the Vault as well as a pre-determined duration called a “Security Period,” which is described in more detail below. While your Digital Tokens are locked, you will not be able to access, transfer, or perform any other transaction using them until you have requested to withdraw them and allowed the applicable Security Period to elapse. No one, including TFH or the third party Provider, has the ability to unlock, custody, control, withdraw or transfer your locked Digital Tokens. Placing your Digital Tokens into the Vault and subjecting them to the locking and withdrawal restrictions does not constitute a sale, loan, or transfer of any rights, title, or interest in the Digital Tokens to TFH or any other third party.

Locking your Digital Tokens in Vault does not guarantee the safekeeping or custody of your Digital Tokens. No deposit insurance scheme, or any similar safeguard, applies to your Digital Tokens, and the value and/or utility of any Digital Tokens you have locked up may increase or decrease throughout the duration of the Security Period. This means the value or utility of any Digital Tokens you lock up in your Vault may decrease, or go to zero during the Security Period. You acknowledge and agree that any withdrawal of Digital Tokens on your account after the applicable Security Period may result in the return of Digital Tokens that have a lower value, or no value, than they had at the time you locked them in your Vault, and that TFH nor any third party bears the risk or responsibility of any diminution in value that may occur.

**2.7.4 Yield.** You may also be eligible to generate what, for purposes of this product, is referred to as “yield” on certain Digital Tokens in your Vault. This yield, which may take the form of additional Digital Tokens, is provided by a third party via a separate series of smart contract operations that you may access using the interface provided within World App. Neither TFH nor any third party uses, assumes control of, receives any credit for, or otherwise disposes of your Digital Tokens. As such, yield is not interest that is tied to or generated by anything other than the locking up of your Digital Tokens according to the terms and specifications provided. Any yield you may receive is provided to you as a grant by the third party based on your decisions to store Digital Tokens using the Vault. The specifications determining the generation of yield, including the amount generated or the time over which it may accrue, may be changed or canceled at any time, at the discretion of the third party Provider.

There may be a maximum amount of yield you can earn. These details will be displayed alongside your Vault and via any additional terms provided by the third party (identified as the “Provider” within the World App) providing the yield. These additional terms are also incorporated into these Terms. Yield is not provided or serviced by TFH.

Any yield that accrues will only be distributed to you upon the completion of withdrawal for any yield-generating Digital Tokens from the Vault, which occurs only after any applicable Security Period expires. This withdrawal is the final condition of any yield grant, meaning you have no right, title, or interest in any yield that has generated or will be generated unless and until such time as the yield has been received in your non-custodial wallet. This also means that if you lose access to or control of your private key(s), you will not be able to make any withdrawals that will entitle you to receive yield.

**2.7.5 Withdrawal and Security Period.** You may initiate a withdrawal of your Digital Tokens from your Vault at any time. The Digital Tokens you have requested to withdraw from your Vault will be returned to you after a pre-set duration of time called the “Security Period” has elapsed. Each time you initiate a withdrawal of Digital Tokens from the Vault, a new Security Period will start and count down the time until those Digital Tokens will be returned to you. During this time, the Digital Tokens you have selected to withdraw will remain locked, and you may also cancel your withdrawal. Once the Security Period has elapsed, your withdrawal will be complete and the Digital Tokens, along with any generated yield that may have accrued, will be sent to your wallet. The duration of the Security Period will be stated within World App when you access your Vault.

**2.7.6 Grants to Vault.** This feature, once selected, allows you to automatically send WLD Grants directly to the Vault on your account instead of to your wallet. You can change this setting at any time.

**2.7.7 TFH and Vault.** The access to this feature is made via World App. However, TFH will only be able to read related data and display it to you. TFH cannot transfer, withdraw or deposit any of your Digital Tokens and does not have any access to your Vault.

## 2.8 Decentralized Applications

**This section does not apply to users established or situated in Germany or having their ordinary residence or registered office there:**

**Where available,** we may have functionality enabling you to connect your wallet to various decentralized applications. You are solely responsible for ensuring the safety and security of these third-party applications. We have no control over third-party applications and cannot provide support for any problems you may encounter when connecting with third-party applications.

**2.9 User Support.** We provide user support for assistance with certain features and functions in connection with the Services. To get in touch, select "Support" from the in-app menu or via [support@toolsforhumanity.com](mailto:support@toolsforhumanity.com).

**2.10 World ID interface.** The World Foundation, and not TFH, stewards the World ID Protocol and controls the Orb related data processing to verify a World ID. We may make your World ID available to you (as an interface) through the Service. The World ID Protocol allows you to prove you are a real and unique human being while protecting your privacy.

**2.11 Invite Program.** Where available, we may make the 'Invite' feature available to you. Using Invite, you can invite friends and family to download World App and get verified for World ID. If you are using Invite you agree to the following terms and conditions:

Rewards for participating in Invite are provided by World Assets Limited. World Assets Limited may, in its sole discretion, offer you a reward for inviting users that successfully verify their World ID. In order to receive the reward, you must meet certain conditions, which will be explained to you in World App. You have a maximum limit of how many users you can refer to World App. This limit is displayed in World App.

No purchase is necessary to participate in the Invite feature. Invite is only available for personal, non-commercial use. You may only use the Invite feature in good faith for lawful purposes. You may not: (a) use Invite or the Services in a deceptive, fraudulent or unlawful manner; (b) do anything to damage our brand, goodwill or reputation; (c) transmit unsolicited or unauthorized advertising or promotional material; (d) make false or misleading claims; (e) use paid search, paid media or other similar activity to solicit users via Invite; and (f) use Invite to try to obtain personal information from other users.

Invite is not available in all countries or locations and is not available to all users. Participation in Invite is not available in any jurisdiction where all or any portion of this feature may violate (or cause us to violate) any legal requirements. You agree not to use Invite if the Invite feature is not in accordance with applicable law in your location.

Invite is made available at our sole discretion. We may change, modify, suspend and cancel the feature at any time. World Assets Limited may refuse to offer you a reward for inviting users to verify their World ID where it determines, in its sole discretion, that you have violated these Terms.

**2.12 WLD Grants & Reservations.** One of the Third Party services is claiming a small amount of WLD at different intervals ("WLD Grants"). WLD Grants are provided by World Assets Limited, a subsidiary of the Worldcoin Foundation. Exact amounts, intervals, and timings of both WLD Grants will be specified in World App, but are determined solely by World Assets Limited. Consistent with prior versions of these terms, the previously available WLD Reservations do not guarantee that you will receive any amount of WLD Grants. Exact amounts, intervals, and timings of WLD Reservations will be specified in World App, but are determined solely by World Assets Limited. WLD Reservations may expire, with or without prior notice in World App, regardless of whether you have already made a WLD Reservation or received the associated WLD Grant. They are revocable at the sole discretion of World Assets Limited.

**2.13 Operator App.** For Orb Operators and other partners, we make available an Operator App that allows you to monitor certain activity and statistics relevant to you and your business as Orb Operators. We may also make certain features available to help you conduct your business as Orb Operators.

**2.14 Miniapps.** "Miniapps" is a feature of World App that allows you to access a platform of mini applications that can be accessed within World App. We have sole discretion of determining how Miniapps are displayed within World App. You must have a World App wallet address to access Miniapps.

**You acknowledge that in displaying Miniapps, TFH is providing a technology platform only connecting users. At no time does TFH transmit, store, take possession of, custody, or otherwise engage with any traditional or digital currency. TFH does not process transactions, act as a payment processor, or otherwise become involved in processing transactions. TFH is not a party to the**

**transactions and has no liability in regards to these transactions. TFH is unable to provide support in regards to transaction problems.**

**2.14.1 Transactions and Payments related to Miniapps.** Miniapps are displayed within World App and may offer goods or services. World App users may buy using Digital Tokens in their World App wallets. These transactions occur between you and the miniapp. TFH is not party to any such transaction.

With respect to any such transactions, you acknowledge that World App wallet is a non-custodial service, that TFH does not store or custody your Digital Tokens and does not transact, transmit, take possession of, or otherwise have any involvement with making any transactions. Digital Tokens are always stored and transmitted on their respective blockchain networks. There are no guarantees the transactions will process correctly.

TFH only connects you to a third-party in the Miniapps platform and is not a party to any transactions. TFH has no role in processing payments and governing refund or cancellation charges.

Once you decide to engage in a transaction, you must send the agreed amount and type of Digital Tokens. TFH does not process user's Digital Tokens or traditional currency and does not perform any transfers on behalf of users. TFH does not handle, manage, oversee, verify or provide any sort of warranty over any transactions. In the event where the transaction is not received, reversed, improperly processed, or otherwise encountered an error, you and the third-party providers must work together to resolve any issue. Any disputes, claims, losses, misunderstandings, technical errors, or issues of any kind (both accidental and allegedly intentional) related to payments or transactions must be dealt directly between you and the third-party provider. TFH bears no responsibility whatsoever and will not be a party to any payment-related disputes or discussions, nor is it liable for any losses or damages the parties involved may incur.

You are solely responsible for accepting the risk of any price fluctuations regarding the value of Digital Tokens, and understand that by the time you complete a transaction, the value of the Digital Tokens involved in the transaction may have changed significantly.

**2.14.2 Third-Party.** Products and services displayed in any miniapp are offered and managed by third-parties. By using Miniapps, you acknowledge and agree that:

- These Terms are between you and us, and not with any specific miniapp;
- You are accessing an app developed and/or provided by a third-party app, which party is solely responsible for the miniapp;
- TFH only provides access to third-party payment providers via World App wallet, and does not itself process payments or hold funds;
- The miniapps may have additional terms as a part of their products or services with which you must comply if you are accepting their service; and
- You fully acknowledge and explicitly assume any and all risks related to the transactions, and agree that we shall not be liable for any risks or adverse consequences arising from such transactions.

The individual Developers of the miniapps available at Miniapps are solely responsible for the content, products, goods, or services made available to you directly via their respective miniapps. For any queries or disputes you shall contact the respective Developer directly.

Users accept all risks related to making a transaction, including the risk that they will not receive the proceeds of their purchase or sale. In the event of a problem in regards to any transaction, TFH is not able to assist with a resolution, nor holds any liability for problems arising from any transactions.

**2.14.3 TFH Fees.** We may add a fee for using Miniapps when you make a transaction with a Developer. The amount of this fee will be displayed to you within the platform. Any such fees will be displayed and current as reflected in Miniapps and may be updated and changed from time to time.

**2.14.4 Taxes.** It is your sole responsibility to determine whether, and to what extent, any taxes apply to any transaction via Miniapps or any transactions you make therein, and to withhold, collect, report and remit the correct amount of tax to the appropriate tax



authorities.

**2.14.5 No general monitoring.** TFH will have no general obligation to monitor the information generated by users, nor actively to seek facts or circumstances indicating any illegal activity within Miniapps.

However, if we become aware, irrespective of the means used, that an illegal product or service has been offered via Miniapps to users located in the European Union, we shall inform the users that have purchased the illegal product or service through Miniapps.

**2.14.6 Prohibited Activities.** Users of Miniapps Services agree not to post or distribute any content that violates any laws or infringes any third-party rights, including but not limited to any intellectual property rights, privacy rights, or rights of publicity.

Also, you agree to not engage in any activities that:

- Are unlawful, fraudulent, or harmful;
- Interfere with or disrupt the operation of Miniapps;
- Violate any terms set forth in our App Guidelines; and
- Include content not permitted under the App Guidelines.

**2.14.7 Flagging of illegal content.** World App has easy to access and user-friendly mechanisms for users to notify us of illegal content in the Miniapps platform. We will act expeditiously to review such reports.

**2.14.8 Removal of illegal content.** If we determine that any miniapp contains illegal content or offers illegal products or services, it shall be removed from Miniapps. TFH will provide a brief, clear and specific statement of reasons to any poster of illegal content or services.

Any restriction enforced by World App to its users will be done diligently, objectively and proportionately.

Users who believe their content has been removed or access to it has been disabled unjustifiably can contact us via [legalnotice@toolsforhumanity.com](mailto:legalnotice@toolsforhumanity.com) to appeal the decision. We provide a free, electronic complaint system enabling users to challenge our decisions related to content removal, service suspension, account termination, or monetization restrictions due to alleged illegal content or terms violations.

**2.14.9 Content moderation.** TFH reserves the right to suspend, for a reasonable period of time and after having issued a prior warning where legally required to do so, the provision of our services to users that frequently provide manifestly illegal content. TFH also may temporarily suspend processing of notices and complaints from users frequently submitting unfounded claims.

**2.15 Usernames.** Your World App username does not have to be your real name. When choosing a username you are obligated to abide by the Username Policy in its most recent version.

### **3. Purchases, Fees, and Taxes**

**3.1 Transaction Fees.** By using the Services, you agree to pay all applicable fees, including transaction fees for Digital Token swaps and transactions. We will let you know of any applicable fee before you make a transaction. If you use a third party payment service, bank fees, credit card and debit card fees charged for any Digital Token purchases may be netted out of the settled amount of your Digital Token purchases. You are also responsible for paying any additional fees charged by your financial service provider.

**3.2 Network Fee.** Interactions with the blockchain also incur a network fee. The network fee is charged by and paid to the blockchain network, not to us, for facilitating any interactions. In some cases you may be eligible to a limited number of gas-free transactions within a given time period determined in full discretion by TFH. Such transactions are subject to a minimum transaction value that TFH may adjust.

**3.3 Taxes.** It is your sole responsibility to determine whether, and to what extent, any taxes apply to any transaction via the Services, and to withhold, collect, report and remit the correct amount of tax to the appropriate tax authorities.

**3.4 Updates.** All fees are displayed and current as reflected in the Services and may be updated and changed from time to time.

## 4. Risk Factors

**4.1 Not Legal Tender.** Digital Tokens are not legal tender, are not backed by any government, and Digital Token accounts and value balances on the Services are not subject to Federal Deposit Insurance Corporation, Securities Investor Protection Corporation<sup>[2]</sup> protections, or similar protections found in other countries. We are not a bank and do not offer fiduciary services. Transactions made over World App are largely unregulated in many countries. We make no guarantee as to the functionality of the blockchains we support, which could, among other things, lead to delays, conflicts of interest, or operational decisions by third parties that are unfavorable to certain owners of Digital Tokens, or lead to your inability to complete a transaction using the Services. The transaction details you submit via the Services may not be completed, or may be substantially delayed on the applicable blockchain, and we take no responsibility for the failure of a transaction to be confirmed or processed as expected. There are no warranties or guarantees that a transfer initiated via the Services will successfully transfer title or right in any Digital Token. In addition, there may be risks specific to the use of certain Digital Tokens, such as WLD. Further information on risks specific to WLD can be found [here](#).

**4.2 New Technology.** The Services are new. While this software has been extensively tested, the software used for the Services is still relatively new and could have bugs or security vulnerabilities. Further, the software is still under development and may undergo significant changes over time that may not meet users' expectations.

**4.3 Information Security Risk.** Digital Tokens and use of the Services may be subject to expropriation or theft. Hackers or other malicious groups or organizations may attempt to interfere with the Services in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Furthermore, because the blockchain networks we support, such as the Ethereum protocol, rest on open source software, the software underlying the Services may contain intentional or unintentional bugs or weaknesses which may negatively affect the Services or result in the loss of user's Digital Tokens or the loss of user's ability to access or control her wallet via the Services. In the event of such a software bug or weakness, there may be no remedy and users are not guaranteed any remedy, refund or compensation.

**4.4 Accuracy.** Although we intend to provide accurate and timely information provided through the Services (including, without limitation, the content) may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. In an effort to continue to provide you with as complete and accurate information as possible, information may, to the extent permitted by applicable law, be changed or updated from time to time without notice, including without limitation information regarding our policies, products and services. Accordingly, you should verify all information before relying on it, and all decisions based on information provided through the Services are your sole responsibility and we shall have no liability for such decisions.

**4.5 Availability.** Although we strive to provide you with excellent service, we do not guarantee that the Services will be available without interruption. The Services may be temporarily unavailable from time to time for maintenance or other reasons. We assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, user communications. We are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or on the Services or combination thereof, including injury or damage to users or to any other person's computer related to or resulting from participating or downloading materials in connection with the Services. We are not responsible for any loss or damage, financial damages or lost profits, loss of business, or personal injury or death, resulting from anyone's use of the Service, any Content posted on or through the Service or transmitted to users, or any interactions between users of the Services, whether online or offline.

**4.6 Forks.** The software used to create WLD is open-source and free for anyone to copy and use. This means that anyone can create a modified version of WLD, otherwise known as a "Fork." In the event of a Fork or any other disruption of a Digital Tokens network, we may not be able to support any activity related to the Fork. Transactions may not be completed, completed partially, incorrectly completed, or substantially delayed when a Fork occurs. We are not responsible for any losses you incur which are caused in whole or in part by a Fork or other network disruption.

**4.7 Third Party Services.** Where available (see in particular Section 2.5), we rely upon third party service providers to provide some features and functionality within the Apps, for instance the ability to purchase Digital Tokens with fiat currency, or the ability to swap one Digital Asset for another. We do not provide these services, and we are not party to any such transaction. You are solely relying upon third party providers for these services, and you must have an account with the third-party providers and agree to their terms. We



are unable to assist you if you encounter problems using their service, and we are not responsible for any transactions you make using third party providers.

## **5. Intellectual Property.**

**5.1 Ownership.** Our software, the application, the Services, the Content, the Marks (as defined below) and the design, selection, and arrangement of the Content in the Services (the "IP") are protected by copyright, trademark, patent, and other intellectual property rights and laws of the United States and other applicable countries. You agree to abide by all applicable intellectual property rights and laws, as well as any trademark or copyright notices or restrictions contained in the Agreement or the Services. You may not remove any copyright, trademark, or proprietary notices contained in the IP.

**5.2 Trademarks.** The Tools for Humanity Corporation name, the World App logo and all related logos, and slogans are trademarks or service marks of the Tools for Humanity Corporation or its licensors (the "Marks"). You may not copy, imitate, or use the Marks, in whole or in part, without our written permission. All other trademarks, names, or logos mentioned in connection with the Services are the property of their respective owners and you may not copy, imitate, or use them, in whole or in part, without the written permission of the applicable trademark owner. The inclusion of any marks of others in the Services does not constitute an approval, endorsement, or recommendation by us.

## **6. License and Restrictions**

**6.1 License.** Provided that you are eligible to use the Services and subject to your compliance with these Terms, we hereby grant you a limited license to access and use the Services.

**6.2 License Restrictions.** You may not republish Content on any Internet, Intranet or Extranet site or incorporate the information in any other database or compilation, and any other use of the Content is strictly prohibited. Any use of the Services other than as specifically authorized herein, without our prior written permission, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms are construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable by us at any time without notice and with or without cause, to the extent permitted by applicable law.

**6.3 Government.** If you are a U.S. Government end user, we are licensing the Services to you as a "Commercial Item" as that term is defined in the U.S. Code of Federal Regulations (see 48 C.F.R. § 2.101), and the rights we grant you to the Services are the same as the rights we grant to all others under these Terms.

## **7. Acceptable Use**

7.1 You may use the Services only for your own personal use. We reserve the right at all times and in our sole discretion to review, cancel or suspend your access to or use of the Services in accordance with applicable law. The items on the Prohibited Uses list are only examples and the list is not exhaustive; we may add or remove prohibited uses at our sole discretion in accordance with applicable law.

### **7.2 Prohibited Uses include:**

**Illegal Activity:** Any activity that would violate, or assist in the violation of, any sanctions programs administered by OFAC; violate, or assist in the violation of, any laws in the countries where we conduct business; involve proceeds of any illegal activity; or publish, distribute, or disseminate any illegal material or information.

**Excessive Use or Hacking:** Any activity that imposes an unreasonable or disproportionately large load on our infrastructure; detrimentally interferes with, intercepts, or expropriates any system, data, or information; transmits or uploads any material to the Services that contains viruses, trojan horses, worms, or any other harmful or deleterious programs; or attempts to gain unauthorized access to the computer systems or networks connected to the Services.

**Abuse of Others:** Any activity that interferes with another person's access to or use of the Services; defames, abuses, extorts, harasses, stalks, threatens, or otherwise violates or infringes upon another person's privacy, intellectual property, or any other legal rights; incites, threatens, facilitates, promotes, or encourages hatred, racial intolerance, or violent acts against others; or harvests, scrapes, or collects

another user's data from the Services without permission.

**Fraud and Other Unfair Business Practices:** Any activity that operates to defraud us, our users, or any other person; provides any false, inaccurate, or misleading information to us; promises unreasonably high rewards or sells a service without added benefit to the buyer; or furthers other predatory and deceptive practices including unlawful lotteries, raffles, bidding fee auctions, contests, sweepstakes, gambling, or any other game of chance.

**Intellectual Property Infringement:** Any activity that involves the sale, distribution, or provision of access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder; uses the IP (including the Mark) without express consent or in a manner that otherwise harms us or our brand; implies an untrue endorsement by or affiliation with us; or infringes or violates any copyright, trademark, right of publicity or privacy, or any other proprietary right under the law.

## 8. Orb Operators

We partner with local independent contractors called "Orb Operators," who facilitate user signups and help answer questions you may have about us. These Orb Operators have received training and are knowledgeable about World Network. However, we have no control over and disclaim all liability for what they say or how they conduct themselves. **Orb Operators are not our agents or employees in any way. Any effort, feature, process, policy, standard, or other efforts undertaken by TFH in the interest of its users do not indicate an employment or agency relationship with an Orb Operator.**

## 9. Suspension

We may suspend and restrict your access to the Services: (i) We are so required by a facially valid subpoena, court order, or binding order of a government authority; (ii) We reasonably suspect you of using the Service in connection with a Prohibited Use; (iii) Use of your using the Services is subject to any pending litigation, investigation, or government proceeding and/or we perceive a heightened risk of legal or regulatory non-compliance associated with your activity; (iv) Our service partners are unable to support your use; (v) You take any action that we deem as circumventing our controls (such as but not limited to attempting to create multiple accounts).

## 10. Not an Offering of Securities or Commodity Interest

The content of the Services does not constitute an offer to buy or sell or a solicitation of an offer to buy or sell investments, securities, partnership interests, commodities or any other financial instruments; the content of the Services also do not constitute, and may not be used for or in connection with, an offer or solicitation by anyone in any state or jurisdiction in which such an offer or solicitation is not authorized or permitted, or to any person to whom it is unlawful to make such offer or solicitation.

## 11. Content

**11.1 Reliance on Content; Changes to the Services.** The information and material we provide to you through the Services ("Content") are solely for general information purposes, and we do not guarantee its accuracy, usefulness, or completeness, to the extent permitted by applicable law. Any reliance you place on our Content is strictly at your own risk. We have no liability or responsibility for any actions you take or do not take because of the Content, or for anyone with whom you share the Content. Other users' statements describing their use of our Services found on the Services or anywhere else should not be viewed as our endorsement of their statements if the statements are inconsistent with these Terms or our Content. We may update the Content from time to time, but such Content may not be complete or up-to-date, and we are under no obligation to you to update the Content or any other part of the Services. We may modify or discontinue, temporarily or permanently, any part or all of the Content or Services without prior notice to you, to the extent permitted by applicable law. We will not be liable for any modification, suspension, or discontinuance of part or all of the Content or the Services, to the extent permitted by applicable law.

**11.2 Third-Party Services and Content.** We may provide links to educational materials, webinars, meet-ups, and promotions on social media platforms ("Third-Party Services") that enable sharing and collaboration among users and other third parties. If you share any personal information, pictures, opinions, content, or any other data on those services, you do so at your own risk, and your use of those services is subject to the terms of use and privacy policies of those services, and not ours. You should review the terms of services of each Third-Party Service to better understand your rights, and the manner in which those platforms use your data. We are not responsible for any loss, theft, compromise, or misuse of your data whatsoever in connection with any Third-Party Service (including Negligence) except to the extent such liability cannot be limited under applicable laws. Your use of any information provided by a Third

Party Service ("Third-Party Content") is at your own risk, and we make no promises to you that any Third-Party Content is accurate, complete, authentic, or appropriate for your personal circumstances. Third-Party Content includes information provided by other users not specifically endorsed by us.

**11.3 User Content.** As a member of the Worldcoin community, you may post messages, data, software, images, videos, or other content ("User Content") on message boards, blogs, social media accounts owned by us, as well as various other publicly available locations on the Services. These forums may be hosted by us or a Third-Party Service Provider on our behalf. You are responsible for all User Content you submit, upload, post, or store through the Services. You must provide all required and appropriate warnings, information, and disclosures regarding your User Content. We are not responsible for any User Content you submit through the Services.

**11.4 User Content License.** By submitting User Content to us, you represent that you have all necessary rights to the User Content and you thereby grant us a perpetual, worldwide, non-exclusive, royalty-free, sub-licensable, and transferable license to use, reproduce, distribute, prepare derivative works from, modify, display, and perform all or any portion of the User Content in connection with our marketing and promotions, and for any other legitimate business purpose related to the Services. We may redistribute part or all of and derivative works from your User Content in any media formats and through any media channels we choose. You also hereby grant us and other users a non-exclusive license to use, access, reproduce, distribute, modify, and display, and perform your User Content through the Services. Section 11.4 will apply to the fullest extent permitted by applicable law.

**11.5 User Content Restrictions.** You agree not to use, nor permit any third party to use, the Services to post or transmit any User Content that: (a) is libelous or defamatory, or discloses private or personal matters concerning any person; (b) is indecent, obscene, pornographic, harassing, threatening, abusive, hateful, racially or ethnically offensive; encourages conduct that would be considered a criminal offense, give rise to civil liability, or violate any law, or is otherwise inappropriate; (c) would violate the intellectual property rights of others, including unauthorized copyrighted text, images or programs, trade secrets or other confidential proprietary information, or trademarks or service marks used in an infringing fashion; or (d) unreasonably interferes with another user's use of the Services. You represent to us that you are posting User Content to the Services voluntarily; accordingly, posting User Content does not create an employer-employee relationship between you and us. You may not copy or use email addresses, mobile phone numbers, balances, usernames, or any other personal information about other users without their permission. Unsolicited emails, mailings, telephone calls, or other communications to other users through the Services or in any other channel are prohibited.

**11.6 Complaints and DMCA Takedowns.** If you believe that your trademark or copyrighted work is being infringed by our Content or User Content on the Services or is otherwise being published in a way suggesting some endorsement of or affiliation with us, please send an email to us at [legalnotice@toolsforhumanity.com](mailto:legalnotice@toolsforhumanity.com) with the subject line "[Trademark/Copyright] Complaint," whichever the case may be. For your complaint to be effective and in order for us to take action under the Digital Millennium Copyright Act ("DMCA"), you must follow all applicable legislation requirements by including the following information in your email:

- Clear identification of the copyrighted work or mark claimed to be infringed, including the Copyright Registration number if the work is registered;
- Identification of the work or mark that is claimed to be infringing and that you want removed; The URL or other clear direction to enable us to locate the alleged infringing content;
- Your email address, mailing address, and telephone number; and
- A signed statement that you have a good faith belief that the content is infringing, that the information you are providing is correct, and that you are the owner or authorized to represent the owner of the content.

You should also be aware that under the applicable civil and criminal legislation any person who knowingly sends meritless notices of infringement may be liable for damages, so please do not make any false claims. We may share any information or correspondence you provide us with third parties, including the person who uploaded the allegedly infringing material to the Service.

When we receive a bona fide infringement notice, our policy is to: (a) immediately remove or disable access to the infringing content; (b) notify the person who uploaded the infringing material that we have removed or disabled access to the material; and (c) for repeat offenders, terminate the person's access to the Services. If we receive a counter-notice from such a person, we may send a copy of the

counter-notice to you explaining that we may restore the removed material or cease disabling it in 10 business days. Unless you file an action seeking a court order against us or against the person who uploaded the content, we will restore access to the removed material in 10 to 14 business days or more after receipt of the counter-notice, at our discretion.

## **12. DISCLAIMER OF WARRANTIES**

**12.1 Your use of the Services is at your own risk. The Services, WLD, the content and all other IP are provided on an “AS-IS” and “AS AVAILABLE” basis without any representation or warranty, whether express, implied, or statutory. To the maximum extent permitted by applicable law, we specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose, or non infringement as to the features, content, or other IP contained in the Services. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusions may not apply to you. We do not endorse, guarantee, or assume responsibility for any advertisements, offers, or statements made by third parties, including other users concerning the Services.**

**12.2 We do not make any representations or warranties that (a) access to all or part of the Services will be continuous, uninterrupted, timely, secure, or error-free; (b) that the Services or content are accurate, complete, reliable, or current; (c) that the Services are free of viruses or other harmful components; or (d) that the Services or the content will meet your requirements, needs, or expectations.**

**12.3 Additionally, we do not make any representations or warranties with respect to the legality of the Services or WLD for any use case, or that the Services or WLD will meet any regulatory or compliance needs. You are also responsible for determining and complying with all legal and regulatory restrictions and requirements that may govern your use of the Services or WLD. Except for the express statements set forth in these Terms, you hereby acknowledge and agree that you have not relied upon any other statement or understanding, whether written or oral, with respect to your access to and use of the Services or WLD.**

**12.4 We are not acting and cannot act as your advisor with respect to any financial, legal, investment, or tax matters. Any content speaks only as of the date indicated. Any projections, estimates, forecasts, targets and/or opinions expressed here are subject to risks, uncertainties, and assumptions, and so may be incorrect and may change without notice. No content should be relied upon for any decision-making.**

**Certain information here may have been obtained from third-party sources. While such sources are believed to be reliable, we have not independently verified all such information and make no representations as to its accuracy. We are not a registered broker dealer or investment adviser. We make no representations, and specifically disclaim all warranties, express, implied, or statutory, regarding the accuracy, timeliness, or completeness of any material contained in the Services. Our content is for general information only, and you are solely responsible for determining whether or not to use the Services. You acknowledge that trading, using, and holding Digital Tokens is inherently risky. You may lose all of the funds in your wallet. You acknowledge that the Service may be subject to export restrictions and economic sanctions imposed by U.S. law.**

**12.5 We are not liable to you or any third party for any modification or termination of the Services, or suspension or termination of your access to the Services.**

## **13. LIMITATION OF LIABILITY**

**13.1 We don't exclude or limit our liability to you where it would be illegal to do so. In countries where the below types of exclusions aren't allowed, we're responsible to you only for losses and damages that are a reasonably foreseeable result of our failure to use reasonable care and skill or our breach of our contract with you. This paragraph doesn't affect consumer rights that can't be waived or limited by any contract or agreement.**

**13.2 To the extent permitted by law, you agree that under no circumstances will we or any of our officers, directors, employees, contractors, agents, affiliates, or subsidiaries (the “TFH Parties”) be liable to you for any indirect, punitive, incidental, special, consequential, or exemplary damages, including damages for loss of profits, goodwill, use, data, or other intangible property, whether such liability is asserted on the basis of tort or otherwise, and whether or not the TFH Parties have been advised of the possibility of such damages arising out of or in connection with: (a) your use or inability to use the Services, your Digital Tokens, or the World Network; (b) inaccessibility or termination of the Services; (c) any hacking, tampering, unauthorized access to or alteration of any transaction or your Data; (d) any transaction or agreement entered into by you with any third party through the Services; (e) any activities or communications of third parties; (f) the actions of Orb Operators, (g) any loss of the value of any Digital Tokens; (h)**

any Third-Party Content accessed on or through the Services; (i) errors, mistakes, or inaccuracies in our Content; (j) personal injury or property damage of any nature whatsoever resulting from any access to or use of the Services; (k) viruses, trojan horses, or the like that may be transmitted to or through the Services; or (l) the defamatory, offensive, or illegal conduct of any third party. This limitation of liability will apply whether the damages arise from use or misuse of, or reliance on TFH or the Services, notwithstanding any failure of essential purpose of any limited remedy and to the fullest extent permitted by applicable laws.

**13.3** Under no circumstances will the TFH Parties be liable to you for any direct claims, proceedings, liabilities, obligations, damages, losses, or costs in an amount exceeding \$100.00. If you are dissatisfied with the Services, you agree that your sole and exclusive remedy will be for you to discontinue your use of the Services. This limitation of liability will apply to the fullest extent permitted by applicable laws.

**13.4 Release and Indemnification.** You agree to defend, indemnify, and hold harmless the TFH Parties from and against any claims, damages, costs, liabilities, reasonable attorneys' fees, and expenses brought against a TFH Party by any third party arising out of or related to: (a) your use of the Services; (b) your violation of these Terms; (c) your violation of any rights of another person; (d) your conduct in connection with the Services; or (e) your use of WLD, any Digital Tokens, or the Worldcoin network. Some jurisdictions limit consumer indemnities, so some or all of the indemnity provisions in this paragraph may not apply to you. If you are obligated to indemnify any of the TFH Parties, we reserve the right, in our sole discretion, to control any action or proceeding and to determine whether to settle and on what terms.

IF YOU ARE A CALIFORNIA RESIDENT, you waive the benefits and protections of California Civil Code § 1542, which provides: "[a] general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

## **14. Governing Law**

The laws of the State of California will apply to this Agreement and any disputes arising out of or related to this Agreement. The governing law stated in this section will apply without regard to principles of conflict of laws. You further agree that the Service will be deemed to be based solely in the State of California, and that although the Services may be available in other jurisdictions, its availability does not give rise to general or specific personal jurisdiction in any forum outside the State of California.

## **15. DISPUTE RESOLUTION, ARBITRATION AND WAIVER OF CLASS ACTION**

**15.1 PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY. THEY REQUIRE YOU TO SETTLE DISPUTES WITH US THROUGH INDIVIDUAL ARBITRATION BEFORE A SOLE ARBITRATOR, AND NOT AS A MEMBER OF A CLASS ACTION. ARBITRATION PREVENTS YOU FROM SUING US IN COURT OR FROM HAVING A JURY TRIAL, THOUGH YOU MAY BRING A DISPUTE AGAINST US IN SMALL CLAIMS COURT IF YOU QUALIFY.**

**15.2** We will use our best efforts to resolve any potential disputes through informal, good faith negotiations. If a potential dispute arises, you must contact us by sending an email to [legalnotice@toolsforhumanity.com](mailto:legalnotice@toolsforhumanity.com) so that we can attempt to resolve it without resorting to formal dispute resolution. If we aren't able to reach an informal resolution within 60 days of your email, and you elect to bring a federal or state statutory claim, common law claim, claim based in contract, tort, fraud, misrepresentation or any other legal theory, or any other formal proceeding arising out of or relating to these Terms, the Content, or the Services (each, a "Dispute"), then you agree to resolve the Dispute through binding arbitration, on an individual basis according to the following terms (collectively, the "Arbitration Agreement"):

Arbitration will be conducted confidentially by a single arbitrator, in English. The arbitrator will apply applicable statutes of limitation and all applicable law and will honor claims of privilege recognized by applicable law.

The Dispute will be solely and finally settled by arbitration administered by JAMS in accordance with the JAMS Streamlined Arbitration Rules, unless the aggregated amount of the Dispute is \$250,000 or more, in which case the JAMS Comprehensive Arbitration Rules will apply. Arbitration will occur in San Francisco, California, unless you and we both agree to conduct it elsewhere. You agree that the federal and state courts in San Francisco, California are the proper forum for any appeals of an arbitration award or for court proceedings in the event that this Agreement's binding arbitration clause is found to be unenforceable.

In any arbitration, regardless of its location, the parties will not seek discovery from each other, and the arbitrator will not allow parties to engage in discovery; rather, each party will disclose the evidence supporting their positions at a mutually agreeable time and date prior to the final arbitration hearing.

This Arbitration Agreement covers the enforceability, revocability, scope, and validity of the Arbitration Agreement or any portion of the Arbitration Agreement, and all other Disputes arising out of or related to the interpretation or applicability of the Arbitration Agreement; and all such matters will be decided by the arbitrator and not by a court or judge.

If the arbitrator imposes filing fees or other administrative costs on you, we will reimburse you, upon request, to the extent such fees or costs would exceed those that you would otherwise have to pay if you were proceeding instead in a court. We will also pay additional fees or costs if required to do so by the arbitration administrator's rules or applicable law.

At the request of either party, all arbitration proceedings will be conducted in utmost secrecy and, in such case, all documents, testimony, and records will be received, heard, and maintained by the arbitrator in secrecy under seal, available for inspection only by the parties, their respective attorneys, and their respective experts, consultants, or witnesses who have agreed, in advance and in writing, to receive all such information as confidential to be used solely for purposes of the arbitration.

Other than class procedures and remedies discussed in this Arbitration Agreement, the arbitrator has the authority to grant any remedy that would otherwise be available in court.

Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

If the requirement to arbitrate or the prohibition against class actions and other Disputes brought on behalf of third parties contained in this Arbitration Agreement is found to be unenforceable, then only the unenforceable provisions will be deemed to have been removed from these Terms and all remaining obligations in these Terms shall continue in full force and effect.

**15.3 30-Day Right to Opt Out.** You have the right to opt out and not be bound by this Arbitration Agreement by sending an email from the address you used to set up your application to [legalnotice@toolsforhumanity.com](mailto:legalnotice@toolsforhumanity.com) with the Subject Line: "ARBITRATION AND CLASS ACTION WAIVER OPT-OUT. You must send your email within 30 days of agreeing to these Terms, otherwise you will be bound to arbitrate Disputes in accordance with the terms of this Arbitration Agreement. If you opt out of this Arbitration Agreement, we will also not be bound by the Arbitration Agreement.

**15.4 Changes to this Arbitration Agreement.** We will provide you 30 days' notice of any changes to the section of these Terms titled "Dispute Resolution, Arbitration and Waiver of Class Action" by notice to you, and the changes will become effective 30 days after you receive notice from us. Changes to the **Dispute Resolution, Arbitration and Waiver of Class Action** section will otherwise apply prospectively only to Disputes that arise after the 30th day. If a court or arbitrator decides that the changes to this section are not enforceable or valid, then the changes will be severed from these Terms and the court or arbitrator will apply the terms of the first Arbitration Agreement in effect after you began using the Services. You may exercise your right to opt out of the new Arbitration Agreement terms by following the procedures set forth in the section above titled "30-Day Right to Opt Out."

This Arbitration Agreement will survive the termination of these Terms, and your use of the Services.

Notwithstanding anything in this Arbitration Agreement to the contrary, either party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Services, or infringement of intellectual property rights (for example, trademark, trade secret, copyright, patent rights or any other pertaining to intellectual property rights) without first engaging in arbitration or the informal dispute resolution process described above.

## **16. General Provisions**

**16.1 No Waiver; Severability; Non-Assignability.** Our failure to enforce a provision is not a waiver of our right to do so later. If a provision is found unenforceable, the remaining provisions of these Terms will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible, to the extent permitted by applicable law. You may not assign any of your rights under these Terms, and any such attempt will be void. We may assign our rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services.

**16.2 Entire Agreement.** These Terms constitute the complete and exclusive statement of the agreement between you and us with



respect to the Services and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, concerning the Services. Section headings in these Terms are for convenience only and will not govern the meaning or interpretation of any provision.

**16.3 Survival.** All provisions of these Terms pertaining to suspension or termination, debts owed to TFH, general use of the Services, Disputes with TFH, as well as provisions which by their nature extend beyond the expiration or termination of these Terms, will survive even when these Terms are no longer valid.

**16.4 Relationship of the Parties.** Nothing in these Terms will be deemed or is intended to be deemed, nor will it cause you and TFH to be treated as partners, joint-venturers, or otherwise as joint associates for profit, and neither you nor TFH will be treated as the agent of the other. This includes the fact that nothing in these Terms establishes or is intended to establish any employment relationship between you and TFH.

**16.5 No Professional Advice or Fiduciary Duties.** All Content provided by us is for informational purposes only and should not be construed as professional advice. You should not take, or refrain from taking, any action based on any information contained in the Services. Before you make any financial, legal, or other decisions involving the Services or any Digital Tokens, you should seek independent professional advice from an individual who is licensed and qualified in the area for which such advice would be appropriate. These Terms are not intended to, and do not, create or impose any fiduciary duties on us. To the fullest extent permitted by Law, you acknowledge and agree that we owe no fiduciary duties or liabilities to you or any other party, and that to the extent any such duties or liabilities may exist at law or in equity, those duties and liabilities are hereby irrevocably disclaimed, waived, and eliminated. You further agree that the only duties and obligations that we owe you are those set out expressly in these Terms.

**16.6 Change of Control.** In the event that we are acquired by or merged with a third-party entity, or otherwise assigns certain functions to an affiliated or successor entity or other entity that we determine is in the best interest of Users, then we reserve the right, in any of these circumstances, to transfer or assign the Data we have collected from you as part of such merger, acquisition, sale, or other change of control, in accordance with applicable law.

**16.7 Force Majeure.** We will not be liable for delays, failure in performance, or interruption of service that result directly or indirectly from significant market volatility in Digital Tokens, any act of God, acts of civil or military authorities, acts of terrorists, civil disturbances, war, strike, health emergency, labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment or software, or any cause or condition beyond our reasonable control (each, a "Force Majeure Event"). The occurrence of a Force Majeure Event will not affect the validity and enforceability of any of the remaining provisions of these Terms.

**16.8 App Stores.** Where you download our Apps from any app store or distribution platform other than the Apple App Store, including the Google Play Store (the "Distribution Platform") you agree that:

- the Terms are between you and us, and not with the provider of the Distribution Platform ("Store Provider"); your use of the Apps must comply with the Store Provider's then-current Distribution Platform Terms of Service; the Store Provider is only a provider of the Distribution Platform where you obtained the Apps;
- We, and not the Store Provider, are solely responsible for the Apps;
- the Store Provider has no obligation or liability to you with respect to the Apps or the Terms; and
- you acknowledge and agree that the Store Provider is a third-party beneficiary to the Terms as it relates to the Apps.

**16.9 Apple App Store.** This section applies where the Apps have been acquired from the Apple App Store. You acknowledge and agree that the Terms are solely between you and us, not Apple, Inc. ("Apple") and that Apple has no responsibility for the Apps or content thereof. Your use of the Apps must comply with the App Store Terms of Service.

You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apps. In the event of any failure of the Apps to conform to any applicable warranty, you may notify Apple, and (where applicable) Apple will refund the purchase price for the Apps to you; to the maximum extent permitted by applicable law, Apple will have no other warranty

obligation whatsoever with respect to the Apps, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by the Terms and any law applicable to us as provider of the Apps.

You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the Apps or your possession and/or use of the Apps, including, but not limited to: (i) product liability claims; (ii) any claim that the Apps fail to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by the Terms and any law applicable to us as provider of the software.

You acknowledge that, in the event of any third-party claim that the Apps or your possession and use of that Apps infringe that third party's intellectual property rights, TFH, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by the Terms.

You represent and warrant that (i) you are not located in a country that is subject to U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

You and TFH acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of the Terms of Service as relates to your license of the Apps, and that, upon your acceptance of the terms and conditions of the Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms of Service as relates to your license of the Apps against you as a third-party beneficiary thereof.

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